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Attorney for Defendants
ROBINSON PHARMA, INC.; HEALTHY AMERICA, INC.; GERO VITA, INC., individually and doing business as GVI; DOCTOR'S CLINICAL, INC., individually and doing business as U.S. DOCTORS' CLINICAL; and VITASTRONG INC., individually and doing business as GARDAVITA/GVI

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ENVIRONMENTAL RESEARCH CENTER, INC., a non-profit California corporation, Plaintiff, v. ROBINSON PHARMA, INC., a California corporation; HEALTHY AMERICA, INC., a California corporation; GERO VITA, INC., individually and doing business as GVI, a California corporation; DOCTOR'S CLINICAL, INC., individually and doing business as U.S. DOCTORS' CLINICAL, a California corporation; and VITASTRONG INC., individually and doing business as GARDAVITA/GVI, a California corporation, Defendants.	Case No. RG17862850 **STIPULATED CONSENT JUDGMENT** Health & Safety Code § 25249.5 *et seq.* Action Filed: June 5, 2017 Trial Date: None set

1. INTRODUCTION

1.1 On June 5, 2017, Plaintiff Environmental Research Center, Inc. ("ERC"), a non-profit corporation, as a private enforcer and in the public interest, initiated this action by filing a Complaint for Injunctive Relief and Civil Penalties (the "Complaint") pursuant to the provisions of California Health and Safety Code section 25249.5 *et seq.* ("Proposition 65"), against ROBINSON PHARMA, INC.; HEALTHY AMERICA, INC.; GERO VITA, INC., individually and doing business as GVI; DOCTOR'S CLINICAL, INC., individually and doing business as U.S. DOCTORS' CLINICAL; and VITASTRONG INC., individually and doing business as GARDAVITA/GVI (hereinafter referred to individually as "DEFENDANT" or collectively as "DEFENDANTS"). DEFENDANTS (a) deny the allegations in the Notices of Violations referenced below and in the Complaint, (b) deny the contention in Section 1.4 below respecting Defendants HEALTHY AMERICA, INC., GERO VITA, INC., DOCTOR'S CLINICAL, INC., and VITASTRONG INC, and (c) have asserted affirmative defenses. In this action, ERC alleges that a number of products manufactured, distributed, or sold by DEFENDANTS contain lead, a chemical listed under Proposition 65 as a carcinogen and reproductive toxin, and expose consumers to this chemical at a level requiring a Proposition 65 warning. These products (as

identified and imputed to DEFENDANTS in the Notices of Violation dated March 24, 2017 directed to ROBINSON PHARMA, INC. attached hereto as **Exhibit A**, HEALTHY AMERICA, INC. attached hereto as **Exhibit B**, GERO VITA, INC., individually and doing business as GVI attached hereto as **Exhibit C**, DOCTOR'S CLINICAL, INC., individually and doing business as U.S. DOCTORS' CLINICAL attached hereto as **Exhibit D**, and VITASTRONG INC., individually and doing business as GARDAVITA/GVI attached hereto as **Exhibit E**) (referred to hereinafter individually as a "Covered Product" or collectively as "Covered Products") are:

1) Joint Health Extra-Strength Glucosamine Chondroitin with MSM
2) Joint Support OsteoNourish
3) GardaVita Arthro 8 Bone & Joint Health
4) Antioxidant Support ACF 223
5) Prostate Health Prostata
6) Cardiovascular Health OCC
7) Sinus Health Sinetic
8) Circulatory Support GlucoVita
9) Joint Health Arthro-7
10) GardaVita Garcinia Cambogia Extract
11) Men's Health Genix
12) Antioxidant Support G.H.3.
13) GardaVita Lung Support Advanced
14) GardaVita GH3 Advanced
15) GardaVita ThyroSlend Thyroid Health
16) GardaVita SlimX Complete
17) Joint Health Triple-Strength Glucosamine Chondroitin with MSM
18) Joint Health Mega MSM
19) Eye Health Ocu-Max
20) Urinary Health Control-X
21) Lung Health Lung Support Formula

22) Cardiovascular Health OCC

23) Men's Health Sexativa Plus

24) Antioxidant Support Phytoplex

25) Immune Support Defense Pro

26) U.S. Doctors' Clinical Prostata

27) U.S. Doctors' Clinical Arthro-7 Sport

28) U.S. Doctors' Clinical SlimX Complete

29) U.S. Doctors' Clinical Advanced BrainPower

30) U.S. Doctor's Clinical GlucoVita

31) Healthy America Psyllium Husk 500 mg

32) Healthy America Double-Strength Joint Comfort Glucosamine Chondroitin with MSM

33) Healthy America Apple Cider Vinegar 600 mg

34) Healthy America Herbal Laxative Formula

1.2 ERC and DEFENDANTS are hereinafter referred to individually as a "Party" or collectively as the "Parties."

1.3 ERC is a 501 (c)(3) California non-profit corporation dedicated to, among other causes, helping safeguard the public from health hazards by reducing the use and misuse of hazardous and toxic chemicals, facilitating a safe environment for consumers and employees, and encouraging corporate responsibility.

1.4 ERC contends that each defendant is a business entity which has employed ten or more persons at all times relevant to this action, and qualifies as a "person in the course of business" within the meaning of Proposition 65.

1.5 The Complaint is based on allegations contained in ERC's Notices of Violation dated March 24, 2017 that were served on the California Attorney General, other public enforcers, and DEFENDANTS ("Notices"). True and correct copies of the 60-Day Notices dated March 24, 2017 are attached hereto as **Exhibits A -E** respectively and each is incorporated herein by reference. More than 60 days have passed since the Notices were

served on the Attorney General, public enforcers, and DEFENDANTS and no designated governmental entity has filed a complaint against DEFENDANTS with regard to the Covered Products or the alleged violations.

1.6 ERC's Notices and Complaint allege that use of the Covered Products exposes persons in California to lead without first providing clear and reasonable warnings in violation of California Health and Safety Code section 25249.6. DEFENDANTS deny all material allegations contained in the Notices and Complaint.

1.7 The Parties have entered into this Consent Judgment in order to settle, compromise, and resolve disputed claims and thus avoid prolonged and costly litigation. Nothing in this Consent Judgment nor compliance with this Consent Judgment shall constitute or be construed as an admission by any of the Parties or by any of their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, franchisees, licensees, customers, suppliers, distributors, wholesalers, or retailers of any fact, issue of law, or violation of law alleged in the Notice(s) of Violation or the Complaint.

1.8 The Effective Date of this Consent Judgment is the date on which it is entered as a Judgment by this Court.

2. JURISDICTION AND VENUE

For purposes of this Consent Judgment and any further court action that may become necessary to enforce this Consent Judgment, the Parties stipulate that this Court has subject matter jurisdiction over the allegations of violations contained in the Complaint, personal jurisdiction over DEFENDANTS as to the acts alleged in the Complaint, that venue is proper in Alameda County, and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims up through and including the Effective Date which were or could have been asserted in this action based on the facts alleged in the Notices and Complaint.

3. INJUNCTIVE RELIEF, REFORMULATION, TESTING AND WARNINGS

3.1 Beginning on the Effective Date, DEFENDANTS shall be permanently enjoined from knowingly and intentionally manufacturing for sale in the State of California, "Distributing into the State of California", or directly selling in the State of California, any

Covered Products which expose a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of lead per day (to be determined after application of the allowances in Section 3.1.2 below) unless the Covered Product meets the warning requirements under Section 3.2.

3.1.1 As used in this Consent Judgment, the term "Distributing into the State of California" shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to a distributor that DEFENDANTS know or have reason to know will sell the Covered Product in California.

3.1.2 For purposes of this Consent Judgment, the "Daily Lead Exposure Level" shall be measured in micrograms, and shall be calculated using the following formula: micrograms of lead per gram of product, multiplied by grams of product per serving of the product (using the largest serving size appearing on the product label), multiplied by servings of the product per day (using the largest number of servings in a recommended dosage appearing on the product label), which equals micrograms of lead exposure per day, excluding amounts of allowances of lead in the ingredients listed in the table below. If no recommended daily serving size is provided on the label, then the daily serving size shall equal one.

INGREDIENT	ALLOWANCES OF AMOUNT OF LEAD
Calcium (Elemental)	0.8 micrograms/gram
Ferrous Fumarate	0.4 micrograms/gram
Zinc Oxide	8.0 micrograms/gram
Magnesium Oxide	0.4 micrograms/gram
Magnesium Carbonate	0.332 micrograms/gram
Magnesium Hydroxide	0.4 micrograms/gram
Zinc Gluconate	0.8 micrograms/gram
Potassium Chloride	1.1 micrograms/gram
Cocoa-powder	1.0 micrograms/gram

If ERC tests a Covered Product pursuant to Section 6 that does not contain a warning described in Section 3.2, and the test results indicate that the Daily Lead Exposure Level is greater than 0.5 micrograms per day, DEFENDANTS agree to confidentially supply to ERC, within 30 days of ERC's written request, a list of ingredients, including the percentage of each ingredient ("Ingredient List"), of that particular Covered Product so that ERC may be able to calculate the daily exposure based on the allowances in the table above.

3.2 Clear and Reasonable Warnings

If DEFENDANTS are required to provide a warning pursuant to Section 3.1, the following warning must be utilized ("Warning"):

> **WARNING:** Consuming this product can expose you to chemicals including lead which is [are] known to the State of California to cause [cancer and] birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/food.

DEFENDANTS shall use the phrase "cancer and" in the Warning only if the "Daily Lead Exposure Level" is greater than 15 micrograms of lead as determined pursuant to the quality control methodology set forth in Section 3.4 or if DEFENDANTS have reason to believe that another Proposition 65 chemical is present which may require a cancer warning.

The Warning shall be securely affixed to or printed upon the container or label of each Covered Product for products not sold over the internet. For any Covered Product sold over the internet, the Warning shall appear on the checkout page when a California delivery address is indicated for any purchase of any Covered Product. An asterisk or other identifying method must be utilized to identify which products on the checkout page are subject to the Warning.

The Warning shall be at least the same size as the largest of any other health or safety warnings also appearing on DEFENDANTS' respective website(s) or on the label or container of DEFENDANTS' product packaging and the word "**WARNING**" shall be in all capital letters and in bold print. No statements intended to or likely to have the effect of diminishing the impact of, or reducing the clarity of, the Warning on the average lay person shall accompany the Warning. Further, no statements may accompany the Warning that state or imply that the source of the listed chemical has an impact on or results in a less harmful effect of the listed chemical.

DEFENDANTS must display the above Warning with such conspicuousness, as compared with other words, statements, design of the label, container, or on their website, as applicable, to render the Warning likely to be read and understood by an ordinary individual under customary conditions of purchase or use of the product.

3.3 Conforming Covered Products

A Conforming Covered Product is one for which the "Daily Lead Exposure Level" is no greater than 0.5 micrograms of lead per day as determined by application of the allowances in Section 3.1.2 and the quality control methodology described in Section 3.4.

3.4 Testing and Quality Control Methodology

3.4.1 Beginning within one year of the Effective Date, DEFENDANTS at their expense shall arrange at least once a year for lead testing of the Covered Products manufactured after the Effective Date which DEFENDANTS intend to sell or are manufacturing for sale in California, are directly selling to a consumer in California, or are "Distributing into the State of California"for a minimum of five consecutive years by arranging for testing of five randomly selected samples of each such Covered Product, in the form intended for sale to the end-user. If tests conducted pursuant to this Section demonstrate that no Warning is required for a Covered Product during each of five consecutive years, then the testing requirements of this Section will no longer be required as to that Covered Product. However, if during or after the five-year testing period, DEFENDANTS reformulate any of the Covered Products, DEFENDANTS shall test that Covered Product annually for at least four (4) consecutive years after such change is made. Covered Products that are no longer manufactured for sale in the State of California, distributed into the State of California, or directly sold into the State of California and Covered Products that have been discontinued by Defendants (confirmed by written notice to ERC) are exempt from Section 3.4.1.

3.4.2 For purposes of measuring the "Daily Lead Exposure Level," the highest lead detection result of the five (5) randomly selected samples of the Covered Products will be controlling.

3.4.3 All testing pursuant to this Consent Judgment shall be performed using a laboratory method that complies with the performance and quality control factors appropriate for the method used, including limit of detection, qualification, accuracy, and precision that meets the following criteria: Inductively Coupled Plasma-Mass Spectrometry ("ICP-MS") achieving a limit of quantification of less than or equal to 0.010 mg/kg or any other testing method subsequently agreed to in writing by the Parties and approved by the Court through entry of a modified consent judgment.

3.4.4 All testing pursuant to this Consent Judgment shall be performed by an independent third party laboratory certified by the California Environmental Laboratory Accreditation Program or an independent third-party laboratory that is registered with the United States Food & Drug Administration.

3.4.5 Nothing in this Consent Judgment shall limit DEFENDANTS' ability to conduct, or require that others conduct, additional testing of the Covered Products, including the raw materials used in their manufacture.

3.4.6 Within thirty (30) days of ERC's written request, DEFENDANTS shall deliver lab reports obtained pursuant to Section 3.4 to ERC. DEFENDANTS shall retain all test results and documentation for a period of five years from the date of each test.

4. SETTLEMENT PAYMENT

4.1 In full satisfaction of all disputed amounts, including alleged potential civil penalties, additional settlement payments, attorney's fees, and costs, Defendants HEALTHY AMERICA, INC.; GERO VITA, INC., individually and doing business as GVI; DOCTOR'S CLINICAL, INC., individually and doing business as U.S. DOCTORS' CLINICAL; and VITASTRONG INC., individually and doing business as GARDAVITA/GVI shall make a total payment of $160,000.00 ("Total Settlement Amount") on behalf of all DEFENDANTS to ERC within 5 days of the Effective Date ("Due Date"). Said defendants shall make this payment by wire transfer to ERC's escrow account, for which ERC will give said defendants the necessary account information. The Total Settlement Amount shall be apportioned as follows:

4.2 $41,146.52 shall be considered a civil penalty pursuant to California Health and Safety Code section 25249.7(b)(1). ERC shall remit 75% ($30,859.89) of the civil penalty to the Office of Environmental Health Hazard Assessment ("OEHHA") for deposit in the Safe Drinking Water and Toxic Enforcement Fund in accordance with California Health and Safety Code section 25249.12(c). ERC will retain the remaining 25% ($10,286.63) of the civil penalty.

4.3 $13,913.11shall be distributed to ERC as reimbursement to ERC for reasonable costs incurred in bringing this action.

4.4 $30,859.83 shall be distributed to ERC as an Additional Settlement Payment ("ASP"), pursuant to California Code of Regulations, title 11, sections 3203, subdivision (d) and 3204. ERC will utilize the ASP for activities that address the same public harm as allegedly caused by DEFENDANTS in this matter. These activities are detailed below and support ERC's overarching goal of reducing and/or eliminating hazardous and toxic chemicals in dietary supplement products in California. ERC's activities have had, and will continue to have, a direct and primary effect within the State of California because California consumers will be benefitted by the reduction and/or elimination of exposure to lead in dietary supplements and/or by providing clear and reasonable warnings to California consumers prior to ingestion of the products.

Based on a review of past years' actual budgets, ERC is providing the following list of activities ERC engages in to protect California consumers through Proposition 65 citizen enforcement, along with a breakdown of how ASP funds will be utilized to facilitate those activities: (1) ENFORCEMENT (65-80%): obtaining, shipping, analyzing, and testing dietary supplement products that may contain lead and are sold to California consumers. This work includes continued monitoring and enforcement of past consent judgments and settlements to ensure companies are in compliance with their obligations thereunder, with a specific focus on those judgments and settlements concerning lead. This work also includes investigation of new companies that ERC does not obtain any recovery through settlement or judgment; (2) VOLUNTARY COMPLIANCE PROGRAM (10-20%): maintaining ERC's Voluntary

Compliance Program by acquiring products from companies, developing and maintaining a case file, testing products from these companies, providing the test results and supporting documentation to the companies, and offering guidance in warning or implementing a self-testing program for lead in dietary supplement products; and (3) "GOT LEAD" PROGRAM (up to 5%): maintaining ERC's "Got Lead?" Program which reduces the numbers of contaminated products that reach California consumers by providing access to free testing for lead in dietary supplement products (Products submitted to the program are screened for ingredients which are suspected to be contaminated, and then may be purchased by ERC, catalogued, sent to a qualified laboratory for testing, and the results shared with the consumer that submitted the product).

ERC shall be fully accountable in that it will maintain adequate records to document and will be able to demonstrate how the ASP funds will be spent and can assure that the funds are being spent only for the proper, designated purposes described in this Consent Judgment. ERC shall provide the Attorney General, within thirty days of any request, copies of documentation demonstrating how such funds have been spent.

4.5 $39,000.00 shall be distributed to Lozeau Drury LLP as reimbursement of ERC's actual attorney's fees, while $35,080.54 shall be distributed to ERC for its actual in-house legal fees. Except as explicitly provided herein, each Party shall bear its own fees and costs.

4.6 In the event that Defendants HEALTHY AMERICA, INC.; GERO VITA, INC., individually and doing business as GVI; DOCTOR'S CLINICAL, INC., individually and doing business as U.S. DOCTORS' CLINICAL; and VITASTRONG INC., individually and doing business as GARDAVITA/GVI fail to remit the Total Settlement Amount owed under Section 4 of this Consent Judgment on or before the Due Date, DEFENDANTS shall be deemed to be in material breach of their obligations under this Consent Judgment. ERC shall provide written notice of the delinquency to DEFENDANTS via electronic mail. If DEFENDANTS fail to deliver the Total Settlement Amount within five (5) days from the written notice, the Total Settlement Amount shall accrue interest at the statutory judgment interest rate provided in the

California Code of Civil Procedure section 685.010. Additionally, DEFENDANTS agree to pay ERC's reasonable attorney's fees and costs for any efforts to collect the payment due under this Consent Judgment.

5. MODIFICATION OF CONSENT JUDGMENT

5.1 This Consent Judgment may be modified only as to the terms in Section 3 (a) by written stipulation of the Parties and upon entry by the Court of a modified consent judgment or (b) by motion of either Party pursuant to Section 5.3 or 5.4 and upon entry by the Court of a modified consent judgment.

5.2 If DEFENDANTS seek to modify this Consent Judgment under Section 5.1, then DEFENDANTS must provide written notice to ERC of its intent ("Notice of Intent"). If ERC seeks to meet and confer regarding the proposed modification in the Notice of Intent, then ERC must provide written notice to DEFENDANTS within thirty (30) days of receiving the Notice of Intent. If ERC notifies DEFENDANTS in a timely manner of ERC's intent to meet and confer, then the Parties shall meet and confer in good faith as required in this Section. The Parties shall meet in person or via telephone within thirty (30) days of ERC's notification of its intent to meet and confer. Within thirty (30) days of such meeting, if ERC disputes the proposed modification, ERC shall provide to DEFENDANTS a written basis for its position. The Parties shall continue to meet and confer for an additional thirty (30) days in an effort to resolve any remaining disputes. Should it become necessary, the Parties may agree in writing to different deadlines for the meet-and-confer period.

5.3 In the event that DEFENDANTS initiate or otherwise request a modification under Section 5.1, and the meet and confer process leads to a joint motion or application of the Consent Judgment, DEFENDANTS shall reimburse ERC its costs and reasonable attorney's fees for the time spent in the meet-and-confer process and filing and arguing the motion or application.

5.4 Where the meet-and-confer process does not lead to a joint motion or application in support of a modification of the Consent Judgment, then either Party may seek judicial relief on its own. In any such contested court proceeding, the prevailing party may

seek any attorney's fees and costs incurred in opposing the motion pursuant to California Code of Civil Procedure section 1021.5.

6. RETENTION OF JURISDICTION, ENFORCEMENT OF CONSENT JUDGMENT

6.1 This Court shall retain jurisdiction of this matter to enforce, modify, or terminate this Consent Judgment.

6.2 If ERC alleges that any Covered Product fails to qualify as a Conforming Covered Product (for which ERC alleges that no Warning has been provided), then ERC shall inform DEFENDANTS in a reasonably prompt manner of ERC's test results, including information sufficient to permit DEFENDANTS to identify the Covered Products at issue. DEFENDANTSshall, within thirty (30) days following such notice, provide ERC with testing information, from an independent third-party laboratory meeting the requirements of Sections 3.4.3 and 3.4.4, demonstrating DEFENDANTS' compliance with the Consent Judgment, if warranted. The Parties shall first attempt to resolve the matter prior to ERC taking any further legal action.

7. APPLICATION OF CONSENT JUDGMENT

This Consent Judgment may apply to, be binding upon, and benefit the Parties and their respective officers, directors, shareholders, employees, agents, divisions, successors, and assigns. This Consent Judgment shall have no application to any units of Covered Product(s) which are distributed or sold outside the State of California.

8. BINDING EFFECT, CLAIMS COVERED AND RELEASED

8.1 This Consent Judgment is a full, final, and binding resolution between ERC, on behalf of itself and in the public interest, and DEFENDANTS. Each Party shall cause its respective officers, directors, employees, agents, divisions, successors, and assigns to comply with the Consent Judgment.. ERC, on behalf of itself and in the public interest, hereby fully releases and discharges the DEFENDANTS and their respective officers, directors, shareholders, employees, agents, parent companies, subsidiaries, divisions, suppliers, franchisees, licensees, customers (not including private label customers of DEFENDANTS),

distributors, wholesalers, retailers, and all other upstream and downstream entities in the distribution chain of any Covered Product, and the predecessors, successors, and assigns of any of them (collectively, "Released Parties") from any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties, fees, costs, and expenses asserted, or that could have been asserted from the manufacture, handling, distribution, sale, use, or consumption of the Covered Products, including Covered Products manufactured prior to the Effective Date, as to any alleged violation of Proposition 65 or its implementing regulations including those arising from the alleged failure to provide Proposition 65 warnings on the Covered Products regarding lead up to and including the Effective Date.

8.2 ERC on its own behalf only, and DEFENDANTS on their own behalf only, further waive and release any and all claims they may have against each other for all actions or statements made or undertaken in the course of seeking or opposing enforcement of Proposition 65 in connection with the Notices and Complaint up through and including the Effective Date, provided, however, that nothing in Section 8 shall affect or limit any Party's right to seek to enforce or modify the terms of this Consent Judgment.

8.3 It is possible that other claims not known to or suspected by the Parties, arising out of the facts alleged in the Notices and Complaint, and relating to the Covered Products, will develop or be discovered. ERC on behalf of itself only, and DEFENDANTS on behalf of themselves only, acknowledge that this Consent Judgment is expressly intended to cover and include all such unknown and unsuspected claims up through and including the Effective Date, including all rights of action therefore. ERC and DEFENDANTS acknowledge that the claims released in Sections 8.1 and 8.2 above may include unknown and unsuspected claims, and nevertheless waive California Civil Code section 1542 as to any such unknown and unsuspected claims. California Civil Code section 1542 reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

ERC on behalf of itself only, and DEFENDANTS on behalf of themselves only, acknowledge and understand the significance and consequences of this specific waiver of California Civil Code section 1542.

8.4 Compliance with the terms of this Consent Judgment shall be deemed to constitute compliance with Proposition 65 by any releasee regarding alleged exposures to lead in the Covered Products as set forth in the Notices and Complaint.

8.5 Nothing in this Consent Judgment is intended to apply to any occupational or environmental exposures arising under Proposition 65, nor shall it apply to any of DEFENDANTS' products other than the Covered Products.

9. SEVERABILITY OF UNENFORCEABLE PROVISIONS

In the event that any of the provisions of this Consent Judgment are held by a court to be unenforceable, but the overall intent of the Consent Judgment remains enforceable, the validity of the remaining enforceable provisions shall not be adversely affected.

10. GOVERNING LAW

The terms and conditions of this Consent Judgment shall be governed by and construed in accordance with the laws of the State of California.

11. PROVISION OF NOTICE

All notices required to be given to either Party to this Consent Judgment by the other shall be in writing and sent to the following agents listed below via first-class mail. Courtesy copies via email may also be sent.

FOR ENVIRONMENTAL RESEARCH CENTER, INC.:

Chris Heptinstall, Executive Director, Environmental Research Center
3111 Camino Del Rio North, Suite 400
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Tel: (619) 500-3090
Email: chris_erc501c3@yahoo.com

With a copy to:
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Costa Mesa, CA 92626
Telephone: (714) 641-5100
Facsimile: (714) 546-9035
Email: mfrazier@rutan.com

12. COURT APPROVAL

12.1 Upon execution of this Consent Judgment by the Parties, ERC shall notice a Motion for Court Approval. The Parties shall use their best efforts to support entry of this Consent Judgment.

12.2 If the California Attorney General objects to any term in this Consent Judgment, the Parties shall use their best efforts to resolve the concern in a timely manner, and if possible prior to the hearing on the motion.

12.3 If this Stipulated Consent Judgment is not approved by the Court, it shall be void and have no force or effect.

13. EXECUTION AND COUNTERPARTS

This Consent Judgment may be executed in counterparts, which taken together shall be deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid as the original signature.

14. DRAFTING

The terms of this Consent Judgment have been reviewed by the respective counsel for each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn, and no provision of this Consent Judgment shall be construed against any Party, based on the fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated equally in the preparation and drafting of this Consent Judgment.

15. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES

If a dispute arises with respect to a Party's compliance with the terms of this Consent Judgment entered by the Court, the Parties shall meet and confer in person, by telephone, and/or in writing and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand.

16. ENFORCEMENT

Each Party may, by motion or order to show cause before the Superior Court of Alameda County, enforce the terms and conditions contained in this Consent Judgment. In any action brought to enforce this Consent Judgment, any Party may seek whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with the Consent Judgment. To the extent the failure to comply with the Consent Judgment constitutes a violation of Proposition 65 or other laws, ERC shall not be limited to enforcement of this Consent Judgment, but may seek in another action whatever fines, costs, penalties, or remedies as are provided by law for failure to comply with Proposition 65 or other laws.

17. ENTIRE AGREEMENT, AUTHORIZATION

17.1 This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter herein, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have

been made by any Party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to exist or to bind any Party.

17.2 Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment.

18. REQUEST FOR FINDINGS, APPROVAL OF SETTLEMENT AND ENTRY OF CONSENT JUDGMENT

This Consent Judgment has come before the Court upon the request of the Parties. The Parties request the Court to fully review this Consent Judgment and, being fully informed regarding the matters which are the subject of this action, to:

(1) Find that the terms and provisions of this Consent Judgment represent a fair and equitable settlement of all matters raised by the allegations of the Complaint that the matter has been diligently prosecuted, and that the public interest is served by such settlement; and

(2) Make the findings pursuant to California Health and Safety Code section 25249.7(f)(4), approve the Settlement, and approve this Consent Judgment.

IT IS SO STIPULATED:

Dated: 11/10/, 2017

ENVIRONMENTAL RESEARCH CENTER, INC.

By: _____
Chris Heptinstall, Executive Director

Dated: 11/10, 2017

ROBINSON PHARMA, INC.

By: TUONG NGUYEN
Its: CEO

Dated: 11/10, 2017

HEALTHY AMERICA, INC.

By: TUONG NGUYEN
Its: CEO

Dated: 11/10, 2017

GERO VITA, INC., individually and doing business as GVI

By: TUONG NGUYEN
Its: CEO

Dated: 11/10, 2017

DOCTOR'S CLINICAL, INC., individually and doing business as U.S. DOCTORS' CLINICAL

By: TUONG NGUYEN
Its: CEO

Dated: 11/10, 2017

VITASTRONG INC., individually and doing business as GARDAVITA/GVI

By: TUONG NGUYEN
Its: CEO

APPROVED AS TO FORM:

Dated: Nov. 10, 2017

LOZEAU | DRURY LLP

By: _____
Richard T. Drury
Douglas J. Chermak
Attorneys for Plaintiff Environmental Research Center, Inc.

Dated: Nov 13, 2017

RUTAN & TUCKER, LLP

By: _____
Mark B. Frazier
Attorney for Defendants Robinson Pharma, Inc.; Healthy America, Inc.; Gero Vita, Inc., individually and doing business as GVI; Doctor's Clinical, Inc., individually and doing business as U.S. Doctors' Clinical, and Vitastrong Inc., individually and doing business as Gardavita/GVI

ORDER AND JUDGMENT

Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is approved and Judgment is hereby entered according to its terms.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____, 2017

_____
Judge of the Superior Court